IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.
NOTICE OF MOTION NO.95 OF 2007
IN
APPEAL NO.21 OF 2007
FROM
ARBITRATION PETITION NO.469 OF 2006

M/s. LASA ..Appellant.
Vs.
Harilal Savji Patel (HUF) & Ors. ..Respondents.
....
Shri HG. Thakkar and Shri Tejas Vora i/b Rajesh Singh for the Appellant.(in support of the Notice of Motion)

Shri Milind Vasudeo i/b Ms. Suman Jain for Respondent No.1.

Shri P.K. Samdani i/b Bharat Joshi for Respondent Nos.2 to 6.

Shri D.V. Devkar, 1st Asst. to Court Receiver present in Court.
....

CORAM: **R. M. S. KHANDEPARKAR, &**
DR. D.Y. CHANDRACHUD, JJ.

31st January, 2007.

P.C. :

Heard.

In the facts and circumstances of the case, considering the provisions of the Partnership Act, 1932 and also the decision of the Apex Court in **Anthony C. Leo v. Nandlal Bal Krishnan and others** reported in AIR 1997 SC 173, interim relief in terms of prayer clause (a).

It is made clear that the order passed in this Notice of Motion shall not preclude the Court Receiver from dealing with the goods including furnitures and fixtures which are already taken possession by the Court Receiver in accordance with the provisions of law.

(R. M. S. KHANDEPARKAR, J.)

(DR. D.Y. CHANDRACHUD, J.)